

5-638565
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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MAERSK LINE,

Plaintiff,

- against -

TOBER GROUP, INC.,

RECEIVED
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07 CIV 8754
CIVIL COMPLAINT
IN ADMIRALTY

Defendant.
-----X

Plaintiff MAERSK LINE, by its attorneys, LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against
defendant TOBER GROUP, INC., in personam, in a cause of action civil and
maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule
9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of
1999, 46 U.S.C., App. Section 1701, et seq.

2. At all times hereinafter mentioned, plaintiff MAERSK LINE was and
still is a corporation duly organized and existing under the laws of the State of
Delaware with offices and a place of business at 6000 Carnegie Blvd., Charlotte,
NC 28209.

3. Upon information and belief and at all times hereinafter mentioned,
defendant had and now has the legal status and place of business as set forth in
Schedule A.

4. On or about the dates and at the ports of shipment stated in
Schedule A, certain goods were delivered to plaintiff to be carried to the ports of
destination and at the agreed charges to be paid by defendant pursuant to plaintiff's
published tariff, all as set forth in Schedule A.

5. Thereafter, the goods were carried to the ports of destination and
delivered to the consignee and/or its agents.

7. Defendant has failed and refused and continues to fail and refuse to
remit payment of \$41,573.00, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the
amount of \$41,573.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with
interest thereon, costs, disbursements and a reasonable attorney's fee.
2. That process in due form of law according to the practice of this
Court in cases of admiralty and maritime jurisdiction may issue against the defendants
citing them to appear and answer all the singular matters aforesaid.
3. That plaintiff have such other and further relief in the premises as in
law and justice it may be entitled to receive.

Dated: New York, New York
October 10, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
MAERSK LINE
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

1. BOROUGH/HOME BLOCKS & ADDRESS.

A. Upon information and belief and at all times hereinafter mentioned, defendant TOBER GROUP, INC. was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 38 Pulaski St., Bayonne, NJ 07002, with an agent for service of process, Stuart J. Stein, at 400 Garden City Plaza, Garden City, NY 11530.

II. Details of shipment(s):

1. Bill of Lading No. MAEU512193646, dated March 5, 2007, from Tacoma to Abu Dhabi on the Vessel MAERSK KARACHI, eight containers SAID TO CONTAIN: EARTH MOVING EQUIPMENT, at the applicable tariff and/or Service Contract rate of \$40,788.00 (Exhibit A).

2. Bill of Lading No. MAEU523809363, dated September 2, 2007, from Newark to Haifa on the Vessel MAERSK MAINE, one container SAID TO CONTAIN: AUTO PARTS, at the applicable tariff and/or Service Contract rate of \$785.00 (Exhibit B).

III. Total Amount Due: \$41,573.00



Shipped
TOBER GROUP, INC.
38 PULASKI STREET
BAYONNE, NJ 07002

NON-NEGOTIABLE WAYBILL

SOC MAEU

BLN No. 512193646

Booking No.
512193646

Boat reference
61070307

St. Control
175471

Consignee
BOSKALIS WESTMINSTER MIDDLE EAST
FLAT 1103, SAIF BIN GHOLBASH BLDG
ZAYET 2ND STREET
ABU DHABI UNITED ARAB EMIRATES

Notify Party
SAME AS CONSIGNEE

This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clause, of the current Maersk Line Bill of Lading (available from the carrier, its agents and at www.maerskline.com), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorized agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the

Consignee's own mistake (not part of carriage as defined in clause 1. For account and risk of Perishable)

Carrier MAERSK KARACHI	Voyage 0703	Place of Receipt. Applicable only when document used as Multimodal Waybill
Port of Loading TACOMA	Port of Discharge ABU DHABI	Place of Delivery. Applicable only when document used as Multimodal Waybill

PARTICULARS FURNISHED BY SHIPPER

Kind of Package; Description of goods; Parts and Numbers; Container No./Sear No.

8 containers said to contain 13841 PCS 122472.00 KGS 283.200 CBM

EARTH MOVING EQUIPMENT
H.S.8429,

260000.00L
10000.000F

AES ITN #X20070228019814

POINT AND COUNTRY OF ORIGIN:
NJ, US

S/C NO.: 175471

AS ADDRESSED:

Any particular as entered by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges	Rate	Unit	Currency	Present	Carried
Basic Ocean Freight	12000.00	Per Container	USD	12000.00	
Basic Ocean Freight	1165.00	Per Container	USD	4660.00	
Basic Ocean Freight	9000.00	Per Container	USD	9000.00	
Basic Ocean Freight	6000.00	Per Container	USD	6000.00	
Basic Ocean Freight	7500.00	Per Container	USD	7500.00	
Documentation Fee - Destina	200.00	Per Bill of Lading	AED		200.00
Handling Charge - Destinatio	450.00	Per Container	AED		1800.00
Transport Arbitrary - Destina	550.00	Per Container	AED		2200.00

Carrier's Receipt. Total number of containers or packages received by Carrier.

Place of Issue of Waybill
Mount Pleasant
Received for Payment Date
2007-03-05

Demurrage/Waybill Charge (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of 128

Shipped
TOBER GROUP INC
RANDOLPH STREET
Brooklyn NY
11237

Shipped to the Carrier A.P. Moller - Maersk (trading as Maersk Line)

His transport document has one or more numbered attachments

As Agent(s) for the Carrier
Maersk Inc - Charleston CRC

EXHIBIT "A"

AM-F4220584 MI-NONE 40 FLAT 8.0 1 PCS 20012.00 KGS 35.400 CBM

C1972 ML-NONE 20 DRY 8'6 180 PCS 4536.00 KGS 35,400 CBM

Snipper 501 : 203065

TRLL19203599 ML-NONE 40 OPEN 8'6 10 PCS 15870.00 KGS 35.400 CBM

Shipper Seal : C1065

C1366 ML-NONE 20 DRY 8'S 3954 PCS 4536.00 KGS 35.400 CBM

Snipper Seal : 01002

MAEU3313720 ML-NONE 4G FLAT B/G 1 PCS 22680.00 KGS 35.400 IBM

c925 ML-NONE 20 DRY 8'6 2544 PCS 38556.00 KGS 35.400 CBM

Shipper Seq: : 215204

CAXU3500858 ML-NOM

Shipper Seal : 01235

C1362 ML-NONE 20 D

Shopper Seal: 01340

SHIPPER'S LOAD, WEIGHT AND COUNT

THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS.

DIVERSION CONTRARY TO U.S. LAW PROHIBITED

Freight Prepaid

Gy / Gy

Charge	Rate	Unit	Currency	Prepaid	Collected
Emergency Bunker Surcharge	366.00	Per Container	USD	1461.00	
Emergency Risk Surcharge	35.00	Per Container	USD	140.00	
Carrier Security Charge	6.00	Per Container	USD	24.00	
Total AED			AED		4200.00
Total USD			USD	40788.00	

DIVERSION CONTRARY TO U.S.LAW PROHIBITED.

FREIGHT PREPAID

CY/CY

Description	Rate	Unit	Currency	Based	Cost
Emergency Risk Surcharge	9.00	Per Container	USD		9.00
Manual Documentation Process	25.00	Per Bill of Lading	USD		25.00
Port Security Charge - Export	5.00	Per Container	USD		5.00
Carrier Security Charge	6.00	Per Container	USD		6.00
Total ILS			ILS		100.00
Total USD			USD	/85.00	45.00